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8 **UNITED STATES BANKRUPTCY COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA - DIVISION 5**

10 In re:

11 BLADE GLOBAL CORPORATION,
12
13

14 Debtor.
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Case No. 21-50275-MEH

Chapter 11

Date: April 28, 2021

Time: 2:00 p.m.

Judge: Honorable M. Elaine Hammond

Place: Via tele/video conference

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17 **NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT AND CURE AMOUNTS WITH**
18 **RESPECT TO THE EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF THE**
19 **DEBTOR**

20 **PLEASE TAKE NOTICE** that on March 1, 2021 (the "Petition Date") debtor and debtor in
possession Blade Global Corporation (the "Debtor") filed a petition with the United States Bankruptcy
21 Court for the Northern District of California (the "Court") under chapter 11 of title 11 of the United
22 States Code (the "Bankruptcy Code").

23 **PLEASE TAKE FURTHER NOTICE** that the Debtor may seek to assume and assign certain
24 of their executory contracts and unexpired leases in connection with (a) a potential sale (the "Sale") of
25 all or substantially all of their assets (collectively, the "Assets"), or some subset(s) thereof.

26 **PLEASE TAKE FURTHER NOTICE** that by order dated April 9, 2021 (the "Bidding
27 Procedures Order"), a copy of which is served and filed herewith, the Court approved certain
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NOTICE

1 procedures, including those relating to the assumption or assumption and assignment of certain
2 executory contracts or unexpired leases and the evaluation of the cure costs relating thereto.

3 **PLEASE TAKE FURTHER NOTICE** that the presence of a Contract on this Assumption
4 and Assignment Notice does not constitute an admission that such Contract is an executory contract,
5 and the Debtors reserve all rights, claims, defenses and causes of action with respect to all Contracts
6 listed herein.

7 **PLEASE TAKE FURTHER NOTICE** that the Debtor has determined the current amounts
8 owing (the “Cure Amounts”) under each Contract and have listed the applicable Cure Amounts on
9 Exhibit A attached hereto. The Cure Amounts are the only amounts proposed to be paid upon any
10 assumption or assumption and assignment of the Contracts, in full satisfaction of all amounts
11 outstanding under such Contracts.

12 **PLEASE TAKE FURTHER NOTICE** an auction (the “Auction”) for the Assets, including
13 the Contracts, will be conducted on April 28, 2021 at 2:00 p.m. (**prevailing Pacific Time**) via
14 teleconference and/or videoconference as determined by the Debtor. As soon as reasonably practicable
15 after the Auction, the Debtor will file and serve a notice that identifies the Successful Bidder for the
16 Assets.

17 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Stalking Horse
18 Agreement (or any Asset Purchase Agreement that the Debtor may enter into with the Successful
19 Bidder), the Debtor may seek to assume and assign one or more of the Contracts to the Stalking Horse
20 Bidder, or other Successful Bidder, as the case may be, subject to approval at the April 28, 2021
21 hearing before the Court.

22 **PLEASE TAKE FURTHER NOTICE** that any objection to (i) the proposed assumption,
23 assignment, or potential designation of such party’s Contract, (ii) the applicable Cure Amount, or (iii)
24 the provision of adequate assurance of future performance (a “Contract Objection”) must be: (i) be in
25 writing; (ii) comply with the Bankruptcy Rules and the Bankruptcy Local Rules; (iii) be filed with the
26 Clerk of the United States Bankruptcy Court for the Northern District of California, together with
27 proof of service, **on or before 4:00 p.m. (prevailing Pacific Time) on April 24, 2021** (as may be
28 extended under certain circumstances, as described below, the “Contract Objection Deadline”); (iv) be
NOTICE

1 served, so as to be actually received on or before the Contract Objection Deadline, upon the Objection
2 Notice Parties (as defined herein); and (v) state with specificity the grounds for such objection,
3 including, without limitation, the fully liquidated cure amount and the legal and factual bases for any
4 unliquidated cure amount that the Counterparty believes is required to be paid under section
5 365(b)(1)(A) and (B) of the Bankruptcy Code for the Contract, along with the specific nature and dates
6 of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise
7 thereto. The “Objection Notice Parties” are as follows: (i) the Debtor Blade Global Corporation 67
8 E. Evelyn Avenue, Ste 7 Mountain View, CA 940041, Attention: Perry Michael Fischer, Email:
9 mike.fischer@blade-group.com;(ii) counsel to the Debtor, Robert G. Harris (iii) United States
10 Department of Justice the Office of the U.S. Trustee Region 17, Attn: Jorge Gaitan, Esq., 501 I
11 Street, Suite 7-500, Sacramento, CA 95814, Phone: (202) 573-6965 Email:
12 jorge.a.gaitan@usdoj.gov); and (iv) counsel to the Successful Bidder at the address provided in the
13 applicable Purchase Agreement (collectively, the “Contract Objection Notice Parties”).

14 **PLEASE TAKE FURTHER NOTICE THAT PRIOR TO THE DATE OF THE**
15 **CLOSING OF THE TRANSACTIONS CONTEMPLATED BY THE STALKING HORSE**
16 **AGREEMENT (THE “CLOSING DATE”), THE DEBTOR MAY AMEND ITS DECISION**
17 **WITH RESPECT TO THE ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF ANY**
18 **CONTRACT, INCLUDING AMENDING THE CURE AMOUNT, AND PROVIDE A NEW**
19 **NOTICE AMENDING THE INFORMATION PROVIDED IN THIS NOTICE, INCLUDING,**
20 **WITHOUT LIMITATION, A DETERMINATION NOT TO ASSUME CERTAIN**
21 **CONTRACTS.**

22 **PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTION IS TIMELY**
23 **RECEIVED WITH RESPECT TO THE NOTICED CURE AMOUNT, (I) ANY NON-DEBTOR**
24 **PARTY TO A CONTRACT SHALL BE FOREVER BARRED FROM OBJECTING TO THE**
25 **CURE AMOUNT AND FROM ASSERTING ANY ADDITIONAL CURE OR OTHER**
26 **AMOUNTS WITH RESPECT TO SUCH CONTRACT; (II) THE CURE AMOUNT SET**
27 **FORTH ON EXHIBIT A ATTACHED HERETO SHALL BE CONTROLLING,**
28 **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY CONTRACT, OR ANY**
NOTICE

1 OTHER DOCUMENT, AND THE NON-DEBTOR PARTY TO A CONTRACT SHALL BE
2 DEEMED TO HAVE CONSENTED TO THE CURE AMOUNT; AND (III) THE NON-
3 DEBTOR PARTY TO A CONTRACT SHALL BE FOREVER BARRED AND ESTOPPED
4 FROM ASSERTING ANY OTHER CLAIMS RELATED TO SUCH CONTRACT AGAINST
5 THE DEBTOR OR THE APPLICABLE TRANSFEREE, OR THE PROPERTY OF ANY OF
6 THEM.

7 PLEASE TAKE FURTHER NOTICE THAT IF NO TIMELY OBJECTION IS
8 RECEIVED WITH RESPECT TO THE ASSUMPTION AND ASSIGNMENT OF A
9 CONTRACT TO THE STALKING HORSE BIDDER OR OTHER SUCCESSFUL BIDDER,
10 INCLUDING WITH RESPECT TO THE PROVISION OF ADEQUATE ASSURANCE OF
11 FUTURE PERFORMANCE, ANY NON-DEBTOR PARTY TO SUCH CONTRACT SHALL
12 BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION, ASSIGNMENT, AND/OR
13 TRANSFER OF THE APPLICABLE CONTRACT TO THE STALKING HORSE BIDDER OR
14 OTHER SUCCESSFUL BIDDER, AND SHALL BE FOREVER BARRED FROM
15 OBJECTING TO THE ASSUMPTION AND ASSIGNMENT OF SUCH CONTRACT ON ANY
16 BASIS.

17 PLEASE TAKE FURTHER NOTICE that on the Closing Date, or as soon thereafter as is
18 reasonably practicable, the Debtor will pay the Cure Amounts as set forth on Exhibit A hereto (or as
19 later amended, as described below) with respect to the Contracts.

20 Dated: April 9, 2021

BINDER & MALTER, LLP

22 By: /s/ Robert G. Harris
23 Robert G. Harris

24 Attorneys for Debtor and Debtor in possession Blade
25 Global Corporation
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**EXHIBIT A
CURE AMOUNTS**

Non-Debtor Party or Parties	Contract Purpose	Estimated Cure Amount (\$) ^[1]
BSO	Equipment leasing	23,783
Dell Marketing LP	Hardware	58,235
Stripe	Payment services provider	0
Chilipiper	Meeting tool for customer operation	0
GIT-ZEN	Integration between Git and Zendesk	0
Qualitista	Quality tool for support	0
Octobat	Customer billing system	0
Kvb Partners, Inc.	Legal, accounting & Audit	9,338.75
Intuit Inc.	QuickBooks accountability software	0
Notion	Software	0
Mail Chimp	Software for Email campaigns	0
Shutterstock	Image content for marketing campaigns	0
Botengine AI	Software for Chatbot	0
TaxJar	Software for Sales tax calculation	0
Deputy.com	Time sheet for hourly employees	0
LinkedIn	Hiring software	0
Rippling	Payroll software	0
Radford	HR Benchmark tool	0
Blade SAS	Licence agreement	0
Kentik	Connectivity materials	1,370.56
Anthem Blue Cross	Health Insurance	0
Deputy.com	Time sheet for hourly employees	0
Empower	401k Retirement plan holding company (employee portal)	0
Kaiser	Health Insurance	0
Lever	Applicant Tracking System (recrutement)	0

^[1] Estimated cure amount as at petition date

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LinkedIn	Recruiter license & company page	0
Plan Design Consultants, Inc.	401k compliance	0
Principal	Health Insurance	0
RICHARDS RODRIGUEZ SKE	Attorney on record for TX business permit	0
Rippling	SIRH US et IT software for ALL	0
UBS Financial Services	401k broker	5,000
Customer	Purpose	Estimated Cure Amount (\$)
Shadow customers	Access to Shadow Services	0